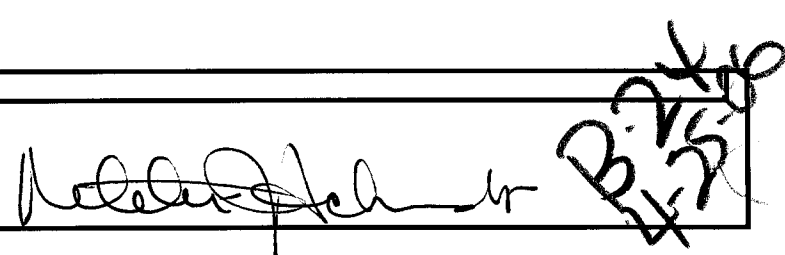


**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Public Works		(2) MEETING DATE April 25, 2006		(3) CONTACT/PHONE Dale Ramey, Transportation Project Manager (805) 788-2931	
(4) SUBJECT Submittal of a Resolution to Approve an Agreement with the Woodlands LLC for Accelerated Payment of South County Road Improvement Area 1 and 2 Fees for the Woodlands Development Project in Nipomo; and approve a Budget Adjustment in the amount of \$2,605,285, by a 4/5 vote, to recognize the first installment payment to the Nipomo Area 1 Road Improvement Fee Reserve Account from the Woodlands LLC					
(5) SUMMARY OF REQUEST The County and the Woodlands LLC have developed an agreement for the accelerated payment of road improvement fees for the Woodlands Development project. The fees will be used to advance the design and construction of the Willow Road Project. The Woodlands LLC will make annual payments to the County through 4/1/11 totaling \$15,631,713.					
(6) RECOMMENDED ACTION It is our recommendation that your Honorable Board: <ol style="list-style-type: none"> 1. Adopt the resolution and direct the Chairperson to sign the agreement with the Woodlands LLC; and 2. Approve the attached Budget Adjustment in the amount of \$2,605,285 by a 4/5 vote, to recognize the first installment payment to the Nipomo Area 1 Road Improvement Fee Reserve Account from the Woodlands LLC. 					
(7) FUNDING SOURCES Woodlands LLC		(8) CURRENT YEAR COST N/A		(9) ANNUAL COST N/A	
(10) BUDGETED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A <input type="checkbox"/> NO					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): We have reviewed this item with Caltrans, SLOCOG, the Department of Building and Planning, and County Counsel, who concurs with our recommendation.					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) 4th			(14) LOCATION MAP <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A		
(15) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. ____ 5 min ____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(16) EXECUTED DOCUMENTS <input checked="" type="checkbox"/> Resolutions (Orig + 4 copies) <input type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(17) NEED EXTRA EXECUTED COPIES? Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(18) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input checked="" type="checkbox"/> 4/5th's Vote Required <input type="checkbox"/> N/A		

Reference: 06APR25-C-3

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(19) ADMINISTRATIVE OFFICE REVIEW	
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SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS

Noel King, Director

County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252

Fax (805) 781-1229

email address: pwd@co.slo.ca.us

TO: Board of Supervisors

FROM: Dale Ramey, Transportation Project Engineer

VIA: Glen L. Priddy, Deputy Director of Public Works - Engineering Services

DATE: April 25, 2006

SUBJECT: Submittal of a Resolution to Approve an Agreement with the Woodlands LLC for Accelerated Payment of South County Road Improvement Area 1 and 2 Fees for the Woodlands Development Project in Nipomo; and approve a Budget Adjustment in the amount of \$2,605,285, by a 4/5 vote, to recognize the first installment payment to the Nipomo Area 1 Road Improvement Fee Reserve Account from the Woodlands LLC.

Recommendation

It is our recommendation that your Honorable Board:

1. Adopt the resolution and direct the Chairperson to sign the agreement with the Woodlands LLC; and
2. Approve the attached Budget Adjustment in the amount of \$2,605,285 by a 4/5 vote to recognize the first installment payment to the Nipomo Area 1 Road Improvement Fee Reserve Account from the Woodlands LLC.

Discussion

Road improvement fees used for traffic impact mitigation are generated at a much slower rate than the impacts to the roadway system are experienced. Additionally the cost of the improvements has been increasing at a rapid pace in past years. The acceleration of the payment of the road improvement fees will assist in developing roadway projects by getting the projects constructed sooner. This action will help keep right of way and construction cost in line with the fees collected. The adopted Woodlands Specific Plan had provided for the ability to advance fee payments under Woodlands Development Phase II to facilitate infrastructure construction.

The fees collected pursuant to the above agreement are to be used exclusively for the design, planning and construction of the Willow Road Improvements.

The South County Circulation Study of September 2000 and the 2005 Annual Update are hereby amended, pursuant to the above agreement, such that none of the fees collected within the

Woodlands Specific Plan area will be allocated to any project other than the Willow Road Improvements.

The South County Circulation Study of September 2000 and the 2005 Annual Update are hereby amended to create a loan from Area 2 to Area 1 of twenty-five percent of all fees collected pursuant to the above agreement. The Area 2 account shall be repaid, from future Area 1 account collections, twenty-five percent of all fees collected pursuant to this agreement plus interest earned at the same rate as all road improvement fee accounts. Repayment shall begin upon completion of the Willow Road Improvements and shall continue each year thereafter until repayment with interest is complete.

The benefit of this agreement to the County is the ability to accelerate the construction of the Willow Road Project. This will help in maintaining the road costs with the estimates on which the current road improvement fee is based.

Other Agency Involvement/Impact

We have reviewed this item with Caltrans, the Department of Building and Planning, and County Counsel, who concurs with our recommendation.

Financial Considerations

The April 1, 2006 installment of fees is not included in the 2005/06 Fiscal Year Road Impact Fee Budget. However, future installments are being considered in future budgets. It is now necessary that your Honorable Board approve the attached Budget Adjustment by a 4/5 vote to recognize the associated revenue into the Nipomo Area Road Improvement Reserve Account. This will be used to pay future costs of the Willow Road Extension in Nipomo, WBS #300129. Through this agreement, the Woodlands LLC will pay \$15,631,713 to the County over the next five years.

Results

The result of the recommended action before your Board today will move the construction of the Willow Road Project forward. Ultimately this will reduce the traffic at the Tefft Street/ Highway 101 interchange and serve the community as a major arterial route for the community. These actions will promote a livable and well governed community.

Attachments: Resolution
 Agreement
 Vicinity Map

File: CF 830.110 Transportation Planning - South County

Reference: 06APR25-C-3

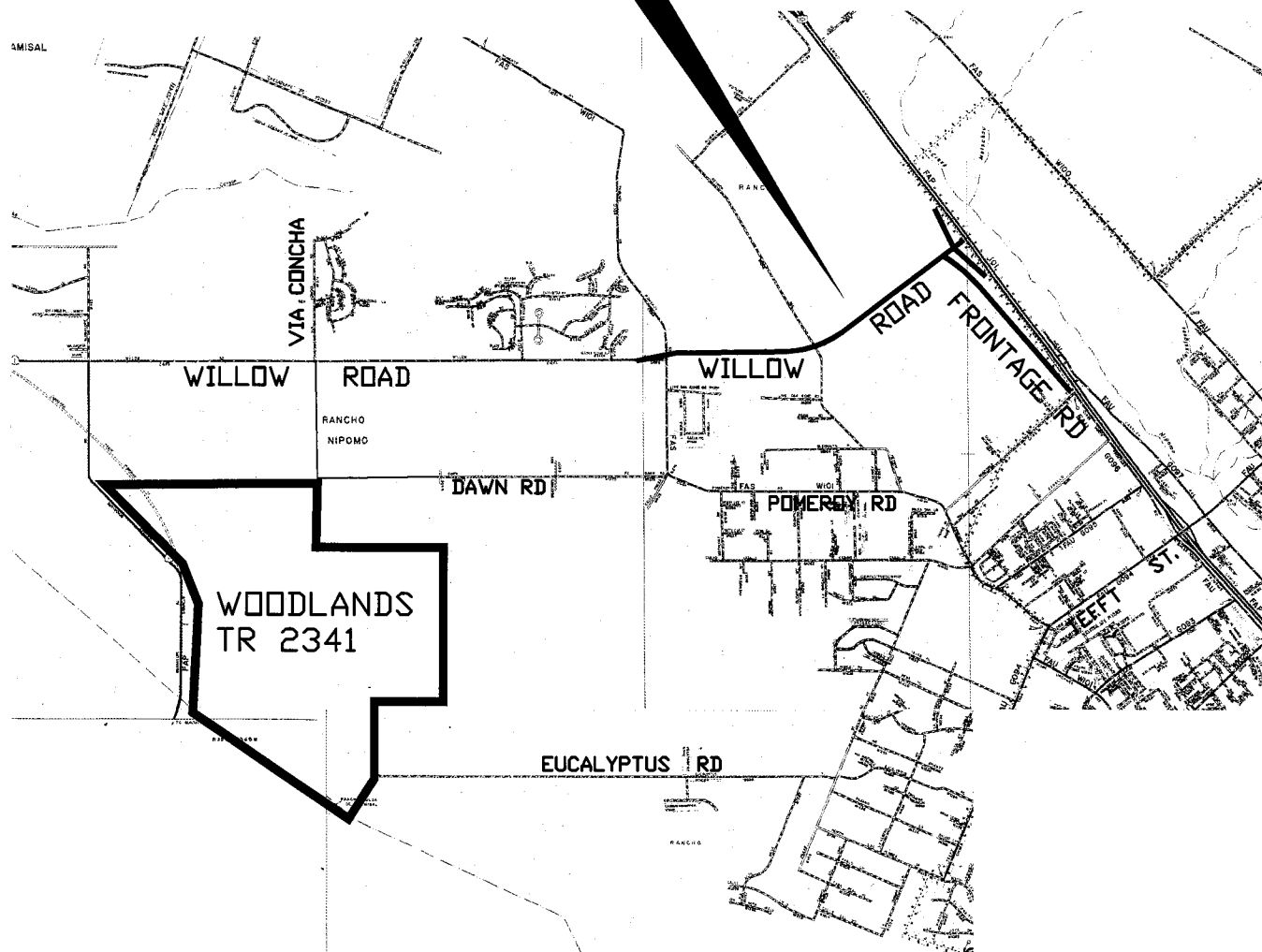
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NO SCALE

SITE



VICINITY MAP

**WOODLANDS SITE
and
WILLOW ROAD PROJECT LOCATION
NIPOMO**

COUNTY OF SAN LUIS OBISPO PUBLIC WORKS DEPARTMENT

IN THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

_____ day _____, 20____

PRESENT: Supervisors

ABSENT:

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT ACCELERATING PAYMENT
OF WOODLANDS ROAD IMPROVEMENT FEES, SETTING FUTURE FEE
AMOUNTS AND ASSIGNING THOSE FEES COLLECTED TO
WILLOW ROAD IMPROVEMENTS

The following resolution is now offered and read:

WHEREAS, the Board of Supervisors of the County of San Luis Obispo has adopted Ordinance No. 2379 creating and establishing the authority for imposing, charging, and modifying a road improvement fee; and

WHEREAS, on January 17, 1989, the Board of Supervisors did adopt Resolution No. 89-46 imposing a road improvement fee for all developments within portions of the South County of the County of San Luis Obispo; and

WHEREAS, the "South County Circulation Study of September 2000" describes the impacts of new development on existing road facilities and improvements within certain portions of the South County Land Use Element of the San Luis Obispo County General Plan, and analyzes the need for new road facilities and improvements required by said new development, and sets forth the relationships among new development, the needed road facilities and improvements, and the estimated costs of those facilities and improvements; and

WHEREAS, the South County Circulation Study of September 2000 has been reviewed, updated and presented in the "2005 Annual Update" document; and

WHEREAS, a number of the new road facilities and improvements called for in the South County Circulation Study of September 2000 and in the 2005 Annual Update are designed to address traffic impacts on the Willow Road Extension and the Highway 101/Willow Road Interchange (collectively "Willow Road Improvements"); and

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WHEREAS, residential, commercial and other development within the Woodlands Specific Plan area will create traffic impacts that can only be addressed by the funding and construction of the Willow Road Improvements; and

WHEREAS, the Board of Supervisors desires to expedite the design, planning and construction of the Willow Road Improvements by taking the following actions:

A. Entering into an accelerated road improvement fee payment agreement with the owners and developers of the land encompassed within the Woodlands Specific Plan allowing accelerated payments in return for assurances of future road improvement fee rates; and

B. Amending the South County Circulation Study of September 2000 and the 2005 Annual Update to temporarily suspend the twenty-five percent allocation of road improvement fees from the Woodlands Specific Plan area to projects within Area 2 of the Study and temporarily allocating all Woodlands Specific Plan road improvement fees to the Willow Road Improvements.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. That the Development Traffic Fee Agreement, a copy of which is attached hereto and incorporated by reference herein as though set forth in full, is hereby approved by the County of San Luis Obispo and the Chairman of the Board of Supervisors is hereby authorized and directed to execute said agreement on behalf of the County of San Luis Obispo.

2. That the fees collected pursuant to the above agreement are to be used exclusively for the design, planning and construction of the Willow Road Improvements.

3. That the South County Circulation Study of September 2000 and the 2005 Annual Update are hereby amended, pursuant to the above agreement, such that none of the fees collected within the Woodlands Specific Plan area will be allocated to any project other than the Willow Road Improvements.

4. That the South County Circulation Study of September 2000 and the 2005 Annual Update are hereby amended to create a loan from Area 2 to Area 1 of twenty-five percent of all fees collected pursuant to the above agreement. The Area 2

account shall be repaid, from future Area 1 account collections, twenty-five percent of all fees collected pursuant to this agreement plus interest earned at the same rate as all road improvement fee accounts. Repayment shall begin upon completion of the Willow Road Improvements and shall continue each year thereafter until repayment with interest is complete.

Upon motion of Supervisor _____, seconded by Supervisor _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing resolution is hereby adopted.

Chairman of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By:  _____
Deputy County Counsel

Dated: 4.5.06

STATE OF CALIFORNIA,)
) ss.
County of San Luis Obispo,)

I, _____, County Clerk and ex-officio Clerk
of the Board of Supervisors, in and for the County of San Luis Obispo, State of
California, do hereby certify the foregoing to be a full, true and correct copy of an order
made by the Board of Supervisors, as the same appears spread upon their minute
book.

WITNESS my hand and the seal of said Board of Supervisors, affixed this day
of _____, 20 ____.

County Clerk and Ex-Officio Clerk of the
Board of Supervisors

(SEAL)

By: _____
Deputy Clerk.

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**RECORDING REQUESTED BY
SAN LUIS OBISPO COUNTY**

WHEN RECORDED, RETURN TO:

Director of Public Works
County Government Center
San Luis Obispo, California 93408
ATTN: Dale Ramey

APN Nos: 091-211-009, 018 & 091-221-001 & 091-411-003 & 091-261-025

DEVELOPMENT TRAFFIC FEE AGREEMENT

(Regarding Condition 34 of the Subdivision Development Plan S990187U, Condition 36 of the Phase 1A Development Plan D990195D, and Condition 19 of the Phase 1A Golf Course Development Plan D990194D)

This Development Traffic Fee Agreement ("Agreement") is made and entered into this ___ day of March, 2006, by and between the County of San Luis Obispo ("County") and Woodlands Ventures, LLC, a Delaware Limited Liability Company ("Woodlands"), and agreed and consented to by Shea Homes Limited Partnership, a California limited partnership ("Shea") and Housing Capital Company, a Minnesota general partnership, the lender to the Woodlands ("HC"). Woodlands and Shea shall hereafter be individually and collectively referred to as the "Developers".

RECITALS

WHEREAS, on December 15, 1998, the County approved Resolution No. 98-494, in which it adopted the Woodlands Specific Plan ("Project") and certified a Final Environmental Impact Report ("98 EIR") as part of the adoption of Ordinance No. 2847, which identified traffic impacts from the Project on the Willow Road Extension and Highway 101/Willow Road Interchange (collectively "Willow Road Improvements"), and provided for mitigation for said impacts by the Project making contributions of its fair share to the South County Circulation Fee Program; and

WHEREAS, the Project encompasses certain real property located in the unincorporated area of the County containing approximately 957 acres on the Nipomo Mesa west of the community of Nipomo on the east side of State Highway One ("Property"), a legal description of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, on December 17, 2002, the County certified an Addendum to the 98 EIR and adopted numerous resolutions for the Property under the Woodlands Specific

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Plan including, but not limited to, Resolution Nos. 2002-555 and 2002-556 approving the Subdivision Development Plan (S990187U) and the Vesting Tentative Tract Map for the project, the Phase 1A Development Plan (D990195D) and the Phase 1A Golf Course Development Plan (D990194D) ("Project Approvals"); and

WHEREAS, Developers covenant and represent that they are the only owners of the Property; and

WHEREAS, Woodlands covenants and represents that HC is a lender to Woodlands for the acquisition and development of the Property; and

WHEREAS, Shea covenants and represents that no other lender or other third party have any liens or encumbrances on any portion of the property owned by Shea; and

WHEREAS, Condition 34 of the Subdivision Development Plan (S990187U), Condition 36 of the Phase 1A Development Plan (D990195D), and Condition 19 of the Phase 1A Golf Course Development Plan (D990194D) (collectively, "Condition 34") of the Project Approvals require the payment of the Project's fair share of traffic fees to the South County Road Improvement fee fund for area roads and the Willow Road Improvements; and

WHEREAS, the Willow Road Improvements will improve access to the Project, and the parties desire to have the traffic fees paid to the County for the Project used exclusively for the design, planning and construction of the Willow Road Improvements; and

WHEREAS, the parties desire to expedite the County's design, planning and construction of the Willow Road Improvements by agreeing to an accelerated payment schedule of said traffic fees pursuant to this Agreement; and

WHEREAS, the accelerated payment schedule provides the Developers a more certain amount of traffic fees which must be paid for the Project, and provides the County a more certain cash flow for the design, planning and construction of the Willow Road Improvements; and

WHEREAS, concurrently with the County's approval of this Agreement, the County is adopting a resolution to amend the South County Road Improvement Fee Program to facilitate the County's use of said traffic fees exclusively for the design, planning and construction of the Willow Road Improvements.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein set forth (including the above recitals), the parties agree as follows:

1. **Project's Fair Share of Traffic Fees.** The parties agree that the Project's fair share of traffic fees under Condition 34 shall be calculated pursuant to the fee table

set forth in the attached Exhibit B, which is incorporated herein by this reference. Notwithstanding anything to the contrary in this agreement, in no event shall the Developers pay County less than \$16,885, 786.00 in traffic fees for the Project. The parties do acknowledge that paragraph 5, below, describes certain terms and conditions governing the suspension of payment.

2. **Accelerated Fee Schedule.** Developers agree to accelerate the timing of the payment of the traffic fees to the County under Condition 34 pursuant to the schedule that is attached hereto as Exhibit C and incorporated herein by this reference, subject to the terms and conditions set forth in this Agreement ("Accelerated Fee Payment(s)"). Payment of the first \$1,254,073.00 of said traffic fees shall be due and payable by Developers to the County upon execution hereof by all parties. Traffic Fee payments made to the County for development of the Project before or after the date of this Agreement shall be applied as a credit to the next payment due from Developers under this Agreement.

3. **Condition 34 of Project Approvals.** This Agreement provides an accelerated payment schedule of the Project's traffic fees. If, for any reason, a payment would be legally due on an earlier date under Condition 34 than the date set forth in the attached Accelerated Fee Schedule (see attached Exhibit C), the payment schedule in Condition 34 shall apply. It is the intent of the parties that the traffic fees shall be paid as provided in the attached Accelerated Fee Schedule or Condition 34, whichever requires the earlier payment date. Furthermore, as provided in Condition 34, the payment of traffic fees pursuant to this Agreement satisfies Developers' obligation and requirements towards the Willow Road Improvements but not any other road improvement requirements (or any other requirements) found in the tract conditions of approval.

4. **Application of Accelerated Fees.** Each payment made by Developers pursuant to this Agreement shall be applied as a credit for traffic fees pursuant to Section 18 and calculated for credit purposes according to the fee formula attached herein as Exhibit B. The amount of such credit shall be applied to the lots identified by Developers pursuant to paragraph 18 below. The County agrees that all of the Accelerated Fee Payments received from the Developers hereunder shall be applied to the Willow Road Improvements.

5. **Suspension of Obligations.** In the event that any interim, temporary or other moratorium or growth control measure, law, ordinance, or regulation is hereafter passed or adopted by the County materially restricting or limiting the obtaining, filing or recording of a final map, building permit or certificate of occupancy, on any portion of the Property, then the Developers obligations for payment of the Accelerated Fee Payment under this Agreement for said portion of the Property shall be suspended as to said portion of Property until such restriction is removed. However, no such suspension of any Accelerated Fee Payment shall affect or delay in any way the payment of traffic fees under the schedule set forth in Condition 34, except as otherwise provided under California law.

6. **Cooperation by the Parties.** The County acknowledges that timely payment under this Agreement fulfills the Developers obligations under the Specific Plan and Project Approvals for the payment of traffic fees towards the Willow Road Improvements.

7. **Default.** In the event a payment required by this Agreement is not timely made to the County, the County shall withhold issuing further building permits for the Project until said default is cured. If such default is not cured within thirty (30) days of the County's written notice of said default, all remaining payments (including the payment in default) under this Agreement shall be increased by the percentage by which the Latest Traffic Fee Rates exceed the "Traffic Fee/PHT" rates set forth in Exhibit B for each unit which has not yet been issued a building permit. This percentage increase shall be calculated as follows: (a) Exhibit B shall be amended by replacing the "Traffic Fee/PHT" rates with the Latest Traffic Fee Rates for each corresponding land use category; (b) the traffic fees due for all units in the Project which have not yet been issued a building permit shall be recalculated based upon the Latest Traffic Fee Rates; (c) the grand total of these recalculated traffic fees shall then be divided by the total sum of all remaining payments prior to the default; and (d) the resulting quotient shall be multiplied times each remaining payment to arrive at the new sum due for each remaining payment. For purposes of the implementation of paragraph 19, any Partial Release of Lots executed by the County after a default shall be based upon the traffic fees due for said lots under the Latest Traffic Fee Rates. Under no circumstances shall any language in this paragraph be interpreted as providing for any decrease in any payments due under this Agreement. (For purposes of this Agreement, "Latest Traffic Fee Rates" refers to the most recent traffic fee (aka "road improvement fees") rates adopted by the County for the traffic circulation study areas related to the Project at the time a payment is due under this Agreement.)

8. **Approval of Persons Having an Interest in Property.** Developers shall provide the County with evidence that, at the time this Agreement is signed by the County, all persons having a record title interest in the Property, including any and all persons having a lien on the Property through a deed of trust or other security instrument, have signed this Agreement. Each and every person who has a lien or security interest on the Property through a deed of trust or other security instrument does each hereby agree that: (a) this Agreement does not impair its security interest in the Property; and (b) its security interest and lien are subject to and subordinated to this Agreement. Developers warrant and represent that they are aware of no person which has a lien or security interest on the Property which is not listed as a signatory below. (For purposes of this paragraph, person means a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.)

9. **Notices.** Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service, or three (3) days after deposit in the United States mail certified or registered, return receipt requested, with

postage prepaid, addressed as follows:

Woodlands: Bryan Troxler
Troxler Residential Ventures II, LLC
20750 Ventura Blvd., Suite 205
Woodland Hills, CA 91362

With a copy to:
Kenneth C. Bornholdt, Esq.
Bornholdt & Associates
1035 Peach Street, Suite 202
San Luis Obispo, CA 93401

Shea: Shea Homes
919 Via Concha Way
Nipomo, CA 93444

HC: Housing Capital Company
Bill Wells
3200 Bristol St., Suite 500
Costa Mesa, CA 92626
714-433-2300

County: Noel King
Director of Public Works
County Government Center, Room 207
San Luis Obispo, Ca 93408

Any party may change its address by written notice to the other parties given in the manner set forth above.

10. Term of this Agreement. This agreement shall remain in effect until all payments due hereunder have been paid to the County, and all partial release of lots due Developers under paragraph 19 have been executed and delivered by the County.

11. Entire Agreement. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to the subject matter hereof. This Agreement specifically supersedes any prior written or oral agreements between the parties on the subject hereof.

12. Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless it is made in writing and signed by the parties hereto.

13. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California. The parties agree that this Agreement was entered into and to be performed in the County and any action brought to enforce the terms hereof shall be filed in the County.

14. **Successors and Assigns.** This Agreement shall run with the land and inure to the benefit of, and be binding on, the County, the Developers and all successors in and to the Property, or any portion thereof. Upon any Developer's transfer of any portion of the Property to any other party, said party automatically assumes each and every obligation hereunder yet to be performed by this agreement. No Developer may otherwise assign any portion of its rights and/or obligations under this Agreement without the express written consent of the County, which shall not be unreasonable withheld.

15. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns

16. **Exhibits and Recitals.** All exhibits referred to herein and attached hereto are incorporated by reference herein and made a part hereof as if set forth in full. All of the matters specified in the above Recitals are true and correct.

17. **Further Assurances.** The parties agree to execute such other and further documents that may be necessary to accomplish the purposes of this Agreement.

18. **Traffic Fee Reconciliations.** If the Project is ever subsequently amended in a manner which allows for an increase in units under any land use category, any increase in units under each land use category shall be subject to the Latest Traffic Fee Rates for said land use category. In such instance there shall be an increase in the amount of the traffic fees paid by the Developers hereunder based on any such increase in Project density.

19. **Partial Release of Lots.** Each time that traffic fees are paid to the County pursuant to this Agreement by a Developer, or any time thereafter as requested by the Developer, the County agrees to promptly execute and deliver to the Developer (or any designee thereof) a recordable partial release of this Agreement of those lots on the Property requested by Developer in the form attached hereto as Exhibit D (and any other documents reasonably requested by any title company to remove the Agreement from title to such lots) so long as the traffic fee payments for said lots have been paid according to the traffic fee formula in Exhibit "B" hereto and made pursuant to Exhibit "C" hereto. The Director of the County's Public Works Department (or his designee) is hereby authorized to sign said partial releases on behalf of the County so long as each partial release complies with the provision of this paragraph. A building permit shall not

be issued for a lot unless the lot has been released of this Agreement pursuant to this paragraph

20. Limited Scope of Agreement. This agreement provides an accelerated payment schedule for traffic fees due under Condition 34, but does not affect any other requirements, conditions or discretionary approvals required for the Project. Payment of the fees under this Agreement does not entitle a Developer to a building permit if other requirements, conditions or discretionary approvals required for a building permit have not been satisfied. This Agreement does not constitute a development agreement under Government Code section 65864 et seq.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective on the date first above written.

Woodlands

WOODLANDS VENTURES, LLC
A Delaware limited liability company

By: Troxler Residential Ventures II, LLC,
a Delaware limited liability company,
its Managing Member

By: Troxler Ventures Partners, Inc.,
a California corporation,
its Operating Member

Dated: March ____, 2006

By: _____
Stewart J. Myers
Authorized Signatory

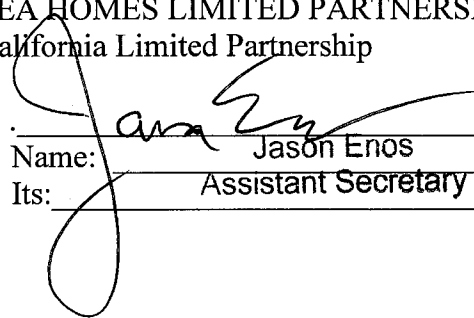
[Attach notary]

Shea

SHEA HOMES LIMITED PARTNERSHIP
a California Limited Partnership

Dated: ~~March~~ ____, 2006

4/4/06

By:  _____
Name: Jason Enos
Its: Assistant Secretary

B-24
15

be issued for a lot unless the lot has been released of this Agreement pursuant to this paragraph

20. Limited Scope of Agreement. This agreement provides an accelerated payment schedule for traffic fees due under Condition 34, but does not affect any other requirements, conditions or discretionary approvals required for the Project. Payment of the fees under this Agreement does not entitle a Developer to a building permit if other requirements, conditions or discretionary approvals required for a building permit have not been satisfied. This Agreement does not constitute a development agreement under Government Code section 65864 et seq.

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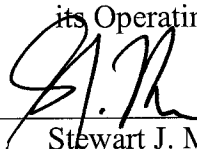
Woodlands

WOODLANDS VENTURES, LLC
A Delaware limited liability company

By: Troxler Residential Ventures II, LLC,
a Delaware limited liability company,
its Managing Member

By: Troxler Ventures Partners, Inc.,
a California corporation,
its Operating Member

Dated: March 28, 2006

By: 
Stewart J. Myers
Authorized Signatory

[Attach notary]

Shea

SHEA HOMES LIMITED PARTNERSHIP
a California Limited Partnership

Dated: March ____, 2006

By: _____
Name: _____
Its: _____

B.24
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Luis Obispo

} ss.

On

April 4, 2006

before me,

Elizabeth Ann Paulson

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

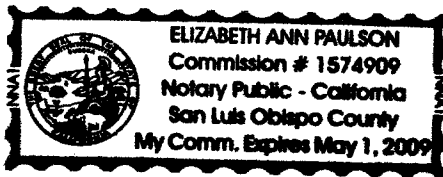
personally appeared

JASON ENOS

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Elizabeth Ann Paulson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Development TRAFFIC Fee Agreement

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

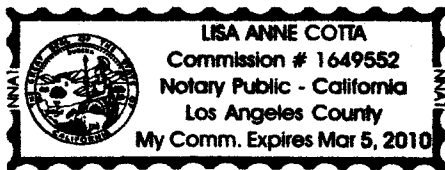
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On March 28, 2006, before me, Lisa Anne Cotta, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Stewart J. Myers,
Name(s) of Signer(s)



☒ personally known to me

☐ ~~proved to me on the basis of satisfactory evidence~~
to be the person(s) whose name(s) is subscribed
to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

1824

[Attach notary]

HCC

HOUSING CAPITAL COMPANY,
a Minnesota general partnership

By: DFP FINANCIAL, INC.,
a California corporation,
its Managing General Partner

Dated: March 31, 2006

By: 

Its Vice President

[Attach notary]

County

Dated: March _____, 2006

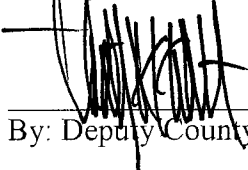
By: Chairman of the Board of Supervisors

ATTEST:

County Clerk

APPROVED AS TO FORM:

James B. Lindholm, Jr.
County Counsel



4.5.06

By: Deputy County Counsel

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STATE OF CALIFORNIA

COUNTY OF ORANGE

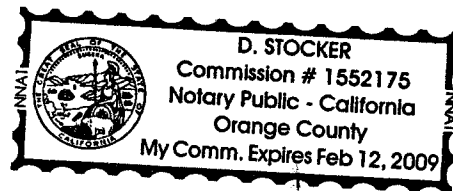
On March 31, 2006, before me, **D. Stocker**, a Notary Public, personally appeared **William Wells**, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

D. Stocker

[SEAL]



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EXHIBIT A

LEGAL DESCRIPTION

Real property in the Unincorporated area of said County of San Luis Obispo, State of California, described as follows:

Parcel 1:

Lot D of the Standard Eucalyptus Tract, in the County of San Luis Obispo, State of California, as per map filed in Book 1, Page 12 of Maps, in the Office of the County Recorder of said County.

Excepting therefrom Tract 2341, Unit 1, in the County of San Luis Obispo, State of California, according to map recorded May 10, 2005 in Book 26, Pages 14 through 41 of Maps.

Parcel 2:

Lot 20 of the subdivisions of Lot E of the Standard Eucalyptus Tract, in the County of San Luis Obispo, State of California, as per map filed in Book 1, Page 17 of Maps, in the Office of the County Recorder of said County.

Excepting therefrom Tract 2341, Unit 1, in the County of San Luis Obispo, State of California, according to map recorded May 10, 2005 in Book 26, Pages 14 through 41 of Maps.

Parcel 3:

Those portions of Lots C, I, J, G and H of the Los Berros Tract of the Ranchos Nipomo, in the County of San Luis Obispo, State of California, as per map filed in Book A, Page 106 of Maps, in the Office of the County Recorder of said County and described as follows:

Beginning at Post No. 4 in the Southerly line of Lot C of the Los Berros Tract, according to a map thereof filed in the Office of the County Recorder of said County, on November 24, 1888, said stake being at the East corner of the Rancho Bolsa de Chemisal and the Southwest corner of a tract of land conveyed by the County Bank of San Luis Obispo and A.E. Pomeroy to E.T. Hargraves, by Deed dated October 1907 and recorded in Volume 74, Page 66 of Deeds, San Luis Obispo County records, and from said stake running North 20 1/4° East, 15.46 chains to a stake; thence North 19.55 chains to a stake; thence

West 11.77 chains; thence North 60 chains to post marked 74; thence North 27.94 chains to a post marked 64; thence West 81.20 chains to post marked W.H.B.2; thence South 45° East, 45.00 chains to a post marked W.H.B.1; thence South 42.96 chains to a post marked W.H.S. standing in the Southerly line of Lot 3 of the Los Berros Tract; thence along the Southerly line of Lots 3, I and C of said Tract, South 49 3/4° East, 72.72 chains to the place of beginning.

Except therefrom that portion of said land lying Westerly of courses numbered (1), (2) and (3) in Parcel 3357-1 of the deed to the State of California, recorded October 22, 1974 in Book 1802, Page 742 of Official Records, in the Office of the County Recorder of said County.

Also except therefrom that portion of said land conveyed to the State of California by deed recorded January 8, 1997 as Document No. 1997-1001176 of Official Records of said County.

Excepting therefrom Tract 2341, Unit 1, in the County of San Luis Obispo, State of California, according to map recorded May 10, 2005 in Book 26, Pages 14 through 41 of Maps.

Parcel 4:

That portion of Lots C and I of the Los Berros Tract of the Rancho Nipomo, in the County of San Luis Obispo, State of California, according to the map filed in Book A, Page 108 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at a point which is North 201/4° East, 15.01 chains and North 19.55 chains from Post No. 4 on the Southerly line of said Lot C, said Point of Beginning, being the Northwest corner of the property conveyed to B. T. Hargraves by deed dated October 9, 1906 and recorded in Book 74, Page 66 of Deeds, records of said County; thence North 89 1/2° East along the North line of the property so conveyed, 40 chains to the East line of said Lot C; thence North along said East line, 59.80 chains to Post 89; thence West 51.77 chains to Post 74 in the East line of the property conveyed to the Flintkote Company, a Massachusetts Corporation, by Executor's Deed date November 23, 1943 and recorded in Book 350, Page 332 of Official Records of said County; thence South 8° 30' West along the East line of the property so conveyed, 60 chains; thence North 89 1/2° East, 11.77 chains to the Point of Beginning.

Parcel 5:

An easement for ingress, egress, construction, maintenance, operation and related uses of (i) required water, sewer, utility and similar lines, (ii) a driving range, (iii) Mesa Road, (iv) the Village Center, and (iv) such other on and offsite subdivision improvements, all to the extent necessary to construct and maintain the on and offsite subdivision improvements, over, along, across and under the following described real property:

A portion of Lots C and I of the Los Berros Tract of the Rancho Nipomo, in the County of San Luis Obispo, State of California, according to the map filed in Book A, Page 108 of Maps, in the Office of the County Recorder of said County, also being a portion of the land described in Parcel 4 of the Grant Deed recorded in Document Number 2002093395 of Official Records in the Office of the County Recorder of said County, said portion more particularly described as follows:

Commencing at a found N.G.S. control point designated "H.P.G.N. 05 05" and having grid coordinates of (northing) 2,226,903.130 feet (easting) 5,788,621.060 feet of the California Coordinate System 1983, Zone 5, epoch date 1991.35 adjustment of the High Precision Geodetic Network from which a found N.G.S. control point designated "Brown" and having grid coordinates of (northing) 2,172,275.200 feet (easting) 5,791,639.430 feet of the said California Coordinate System 1983, bears south 03° 09' 45" east 54,711.25;

Thence south 27°54'40" east 20,628.30 feet to a point in the westerly line of the land described in said Parcel 4 and the True Point of Beginning;

Thence south 87°00'00" east 80.00 feet;

Thence south 69°00'00" east 500.00 feet;

Thence south 03°00'00" west 400.00 feet;

Thence south 30°00'00" west 1,030.00 feet;

Thence south 60°00'00" east 280.00 feet;

Thence south 20°00'00" west 260.00 feet;

Thence south 68°00'00" east 260.00 feet;

Thence south 80°00'00" east 680.00 feet;

Thence south 66°00'00" east 550.00 feet;

Thence south 58°00'00" east 260.00 feet;

Thence south 70°00'00" east 240.00 feet;

Thence south 84°00'00" east 273.00 feet;

Thence south 90°00'00" east 350.00 feet;

Thence south 86°00'00" east 643.40 feet to a point in the east line of said Lot C;

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Thence along said east line south $01^{\circ}21'48''$ west 135.00 feet;
Thence leaving said east line south $89^{\circ}00'00''$ west 555.00 feet;
Thence north $90^{\circ}00'00''$ west 725.00 feet;
Thence north $78^{\circ}00'00''$ west 465.00 feet;
Thence north $51^{\circ}00'00''$ west 180.00 feet;
Thence north $25^{\circ}00'00''$ west 170.00 feet;
Thence north $59^{\circ}00'00''$ west 345.00 feet;
Thence north $77^{\circ}00'00''$ west 340.00 feet;
Thence north $85^{\circ}00'00''$ west 305.00 feet;
Thence north $70^{\circ}00'00''$ west 305.00 feet;
Thence south $20^{\circ}00'00''$ west 100.00 feet;
Thence south $77^{\circ}00'00''$ west 223.82 feet to a point in the said westerly line of said Parcel 4;

Thence along said westerly line north $00^{\circ}52'39''$ east 2,136.97 feet to the True Point of Beginning.

Parcel 6:

Tract 2341, Unit 1, in the County of San Luis Obispo, State of California, according to map recorded May 10, 2005 in Book 26, Page 14 through 41 of Maps.

Excepting therefrom Lots 28 through 119; 179 through 183; 205 through 264; and 411 through 422.

EXHIBIT B

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Traffic Fee Formula Table

(Re: Condition 34 of Development Plan S990187U)

2005 Fees Per Use

Use	Unit	Quantity	PHT/Unit	PHT	Traffic Fee/PHT	Traffic Fee
SFR (2004 Fee)	Per Residence	151	1.00	151	\$6,802	\$1,027,102
SFR	Per Residence	1,069	1.00	1,069	\$8,516	\$9,103,604
MFR	Per Residence	100	0.62	62	\$8,516	\$527,992
CR	Per 1,000 SF	140,000	3.75	525	\$1,448	\$760,200
CS	Per 1,000 SF	734,500	0.84	617	\$4,602	\$2,839,342
REC R	Per Room	500	0.49	245	\$8,516	\$2,086,420
REC GC (2004 Fee)	Per Hole	18	2.74	49	\$3,856	\$190,178
REC GC	Per Hole	27	2.74	74	\$4,602	\$340,456
PF W	Per Employee	3	0.76	2	\$4,602	\$10,493
Total Fee						\$16,885,786

Use - Land Use Category of parcel

Unit - Measurement Unit

Quantity - Number of Units

PHT/Unit - PM Peak Hour Traffic Generation Value per Unit

Traffic Fee / PHT - Road Improvement Fee

SFR -Single Family Residential

MFR - Multi Family Residential

CR - Commercial Retail, Shops

CS - Commercial Service, Offices

Rec R - Hotel

Rec GC - Golf Course

PF W - Public Facility Water

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EXHIBIT C

Accelerated Fee Schedule

(Re: Condition 34 of the Development Plan S990187U)

March 7, 2006

Payment Date	Amount Due
Feb 10, 2006	\$1,254,073
April 1, 2006	\$1,690,854
April 1, 2007	\$2,500,000
April 1, 2008	\$3,125,000
April 1, 2009	\$2,500,000
April 1, 2010	\$2,500,000
April 1, 2011	\$3,315,859
Total Fee	\$16,885,786

Note:

1 2/10/06 Fee is paid.

2 The first payment shall be due no later than the date this Agreement is executed by all of the parties.

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